

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION



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HIKER INDUSTRIES, LLC

Plaintiff,

v.

Case No. 1:24-cv-01320

HYK OUTDOORS LLC

**COMPLAINT AND  
DEMAND FOR JURY TRIAL**

Defendant.

**COMPLAINT**

Plaintiff Hiker Industries, LLC (“Hiker”) states as follows for its Complaint against Defendant Hyk Outdoors LLC (“Hyk”), upon knowledge as to Hiker’s own acts and otherwise upon information and belief:

**NATURE OF THE ACTION**

1. This is an action for trademark infringement and unfair competition under Federal and state law.
2. Hiker brings this action to prevent and halt consumer confusion and mistake as to the source, affiliation or sponsorship of Hiker and Hiker’s goods and services, on the one hand, and Hyk and Hyk’s goods and services, on the other hand, stemming from Hyk’s infringement of Hiker’s trademark rights.
3. Hiker seeks both injunctive and monetary relief against Hyk as a result of Hyk’s wrongful profit and otherwise benefit from the goodwill Hiker has established in Hiker’s trademarks.

### **THE PARTIES**

4. Plaintiff Hiker is a limited liability company organized under the laws of Indiana with its principal place of business in Columbus, Indiana.

5. Defendant Hyk is a limited liability company organized under the laws of Missouri with its principal place of business in Kingdom City, Missouri.

### **JURISDICTION AND VENUE**

6. Hiker's claims are based on the Lanham Act, 15 U.S.C. § 1051 et seq., and substantial and related claims under the statutory and common law of Indiana and other states.

7. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§1331 and 1338, and 15 U.S.C. § 1121, and has supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

8. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred in this District and a substantial part of property that is the subject of the action is situated in this District.

9. Personal jurisdiction is proper in this Court because Hyk regularly conducts business, directly and indirectly, within Indiana.

10. Hyk's unlawful acts that are the subject of this Complaint include acts that were purposefully directed towards Indiana and within this District, and Hyk's products are offered in this District.

11. Personal jurisdiction is also proper in this Court because Hyk advertises and sells Hyk products in Indiana and in this District, which advertising and products are the subject of this litigation.

12. For example, Hyk represents on its Internet website located at the domain [hykoutdoors.com](http://hykoutdoors.com) (the "Hyk Website") that "the home of Hyk Outdoors LLC sits on 4 acres in

Kingdom City, Missouri and provides convenient and comfortable camping solutions to people all across the country.” Attached hereto as Exhibit 1 is a true and accurate copy of the Hyk Website webpage containing this representation by Hyk.

13. As another example, through the Hyk Website, Hyk allows a visitor physically located in Indiana to purchase Hyk goods from Hyk and have the goods delivered to an address in Indiana. Attached as Exhibit 2 are true and accurate copies of webpages from the Hyk Website demonstrating that Hyk allows an Indiana resident to purchase Hyk goods and have the goods delivered to an address in Indiana.

14. Hyk also makes its trailers available for rental to individuals from across the United States, including individuals from Indiana, which rental activities lead up to 30% of Hyk Outdoors renters to purchase a Hyk camper. Attached as Exhibit 3 is a true and accurate copy of an excerpt from an Internet article by E-Trailer (available at [www.etrailer.com](http://www.etrailer.com)) featuring Hyk trailers and rental activities and sales resulting from Hyk’s rental activities.

## **FACTUAL ALLEGATIONS**

### **Hiker and the HIKER TRAILER Trailers**

15. Hiker designs and builds customizable, affordable and high quality trailers in the United States.

16. Hiker has been an industry leader for over a decade with respect to compact, modular camping trailers designed to suit any type of adventure.

17. Hiker’s hand-built trailers are customizable which allows each owner of a Hiker trailer to maximize their equipment, gear, features, and budget.

18. Hiker’s dedication to quality has earned Hiker an excellent reputation in the trailer industry.

19. Hiker’s trailers are branded under the inherently distinctive word mark HIKER TRAILER (the “HIKER TRAILER Trademark”) and the inherently distinctive composite mark



(the “HIKER DESIGN Trademark”), and are sold throughout the United States.

20. Hiker has used the HIKER TRAILER Trademark and the HIKER DESIGN Trademark throughout the United States by placing the trademarks on trailers, labels and tags for trailers, and other materials associated with Hiker’s trailers.

21. Hiker has also used the HIKER TRAILER Trademark and the HIKER DESIGN Trademark in advertising distributed throughout the United States, as well as apparel and other goods including the following shirts and sticker:



22. Examples showing Hiker’s use of the HIKER TRAILER Trademark and the HIKER DESIGN Trademark in association with trailers sold in the United States are shown in the webpages from Hiker’s Internet website located at the domain hikertrailers.com (the “Hiker Website”) (true and accurate copies of which are attached hereto as Exhibit 4).

23. Hiker emphasizes the word HIKER when using the HIKER TRAILER Trademark on trailers as shown in the image of the Hiker trailer attached as Exhibit 4.

24. Hiker has sold trailers branded under the HIKER TRAILER Trademark in Missouri since at least as early as 2017. For example, attached as Exhibit 5 is a true and accurate copy of a

Retail Purchase Agreement entered into between Hiker and an individual residing in Springfield, Missouri.

25. Hiker's use of the HIKER TRAILER Trademark in association with trailers has created strong source identifying significance in the minds of United States consumers, namely, that the HIKER TRAILER Trademark indicates to consumers the source, affiliation or sponsorship of the trailers by Hiker.

26. Hiker's use of the HIKER DESIGN Trademark in association with trailers has created strong source identifying significance in the minds of United States consumers, namely, that the HIKER DESIGN Trademark indicates to consumers the source, affiliation, or sponsorship of the trailers by Hiker.

27. Hiker's HIKER TRAILER Trademark and HIKER DESIGN Trademark are widely recognized and highly distinctive trademarks that have become stronger over time as a result of Hiker's longstanding use in association with trailers.

28. Hiker is the owner of United States Trademark Registration No. 6298028 (the "'028 Registration") for the word mark HIKER TRAILER in association with "trailers". Attached hereto as Exhibit 6 is a true and accurate copy of the record generated from the U.S. Patent and Trademark Office ("USPTO") TSDR database for the '028 Registration.

29. Hiker is the owner of United States Trademark Registration No. 6716472 (the "'472



Registration") for the composite mark  in association with "trailers, towable trailers, recreational vehicles, namely, towable trailers" Attached hereto as Exhibit 7 is a true and accurate copy of the record generated from the USPTO TSDR database for the '472 Registration.


30. The HIKER TRAILER Trademark and the HIKER DESIGN Trademark are very valuable to Hiker.

31. Hiker has enjoyed tremendous success advertising and selling trailers in association with the HIKER TRAILER Trademark and the HIKER DESIGN Trademark in the United States.

32. Hiker has sold millions of dollars of trailers under the HIKER TRAILER Trademark and the HIKER DESIGN Trademark in the United States in the years since Hiker's trailers were released.

### **Hyk's Acts of Infringement and Unfair Competition**

33. Hyk was formed on March 19, 2019, as a limited liability company under the laws of Missouri.

34. Hyk is using the word mark HYK OUTDOORS (the "HYK OUTDOORS Trademark") and the composite mark  (the "HYK DESIGN Trademark") (the HYK OUTDOORS Trademark and the HYK DESIGN Trademark, collectively, the "Infringing Trademarks") in association with trailers sold to and advertising directed at consumers throughout the United States.

35. Hyk has stated in publicly available documents that it first started using the HYK OUTDOORS Trademark on January 1, 2020, little more than 4 years ago. Attached hereto as Exhibit 8 is a true and accurate copy of the record generated from the USPTO TSDR database for the HYK OUTDOORS Trademark federal application Serial No. 98233311 (the "'311 Application") filed by Hyk.

36. Hyk started using the HYK OUTDOORS Trademark in the United States in the first half of 2020, over a decade after Hiker first commenced use of the HIKER TRAILER

Trademark, over two years after Hiker first commenced use of the HIKER DESIGN Trademark in the United States, and at least two years after Hiker sold its first trailer in Missouri under the HIKER TRAILER Trademark.

37. Hyk has stated in publicly available documents that it first started using the HYK DESIGN Trademark on January 1, 2020, again little more than four years ago. Attached hereto as Exhibit 9 is a true and accurate copy of the record generated from the USPTO TSDR database for the HYK OUTDOORS Trademark federal application Serial No. 98233293 (the “293 Application”) filed by Hyk.

38. Hyk started using the HYK DESIGN Trademark in the United States in the first half of 2020, decades after Hiker first commenced use of the HIKER TRAILER Trademark, at least two years after Hiker first commenced use of the HIKER DESIGN Trademark in the United States, and at least two years after Hiker sold its first trailer in Missouri under the HIKER TRAILER Trademark.

39. Hiker and Hyk compete in the marketplace for the same consumers of trailers throughout the United States.

40. Hyk advertises and sells trailers under the HYK OUTDOORS Trademark and the HYK DESIGN Trademark throughout the United States, as well as apparel and other goods including the following shirts and hats:



41. True and accurate screen captures showing Hyk’s use of the HYK OUTDOORS Trademark and the HYK DESIGN Trademark with Hyk trailers obtained from the Hyk Website

and the Hyk Facebook home page excerpts which are accessible to consumers throughout the United States are attached hereto, respectively, as Exhibit 10 and Exhibit 11.

42. Phonetically, Hyk pronounces the word HYK, and intends the word HYK to be pronounced, as “hike”—a fact reported in the *CEO Magazine* article entitled “It’s All In The Family” (available at [www.insidecolumbia.net](http://www.insidecolumbia.net)) (a true and accurate copy of which is attached as Exhibit 12) and reflected in the Hyk Facebook home page excerpt attached as Exhibit 11 showing use of the tagline “TAKING A HYK NEVER SOUNDED SO GOOD”.

43. Hyk emphasizes the word HYK when using the HYK OUTDOORS Trademark on trailers as shown in the image of the Hyk trailer attached as Exhibit 10.

44. Hyk’s use of the HYK OUTDOORS Trademark and the HYK DESIGN Trademark is not limited to the Internet. For example, Hyk uses the HYK DESIGN Trademark on signage that is prominently displayed and publicly viewable by consumers traveling on Interstate 70 in Missouri as shown in the image obtained from the Hyk Facebook home page excerpt attached hereto as Exhibit 13.

45. Hyk and Hiker both attend and participate in trade shows featuring trailers.

46. Indeed, at a recent trade show, a Hyk employee admitted to Hiker employees that consumers have actually confused Hyk and Hyk trailers with Hiker and Hiker trailers stating “People confuse us all the time.”

47. The natural, probable, foreseeable and actual result of Hyk’s wrongful conduct is to cause consumer confusion, deception and mistake in the marketplace, to harm Hiker’s business reputation and goodwill, and injure Hiker’s relationships with existing and prospective consumers.

48. Hyk’s wrongful conduct has resulted in increased sales of Hyk’s trailers while hindering the sales of Hiker’s trailers.



49. Hiker has sustained, and will continue to sustain, damages as a result of Hyk's wrongful conduct.

50. Hyk is aware of Hiker's use of the HIKER TRAILER Trademark and the HIKER DESIGN Trademark as well as the goodwill associated with those trademarks.

51. Hyk is aware that Hyk's use of the HYK OUTDOOR Trademark and the HYK DESIGN Trademark actually has confused consumers.

52. Hyk is aware that Hyk's use of the HYK OUTDOOR Trademark and the HYK DESIGN Trademark will continue to confuse consumers with respect to the source, affiliation and sponsorship of Hyk's trailers.

53. Hyk has engaged in these unlawful activities knowingly and intentionally, and with reckless disregard for Hiker's rights in the HIKER TRAILER Trademark and HIKER DESIGN Trademark.

**COUNT I - FEDERAL TRADEMARK INFRINGEMENT (15 U.S.C. § 1114)**

54. Hiker incorporates and realleges, as if fully set forth in this paragraph, the allegations of the foregoing paragraphs.

55. Hyk has used in commerce a colorable imitation of Hiker's HIKER TRAILER Trademark and HIKER DESIGN Trademark in connection with the sale, offering for sale, distribution, and/or advertising of goods likely to cause confusion, or to cause a mistake, or to deceive in violation of Section 32(1)(a) of the Lanham Act, 15 U.S.C. § 1114(1)(a).

56. Hiker emphasizes the word HIKER appearing on the sides of Hiker's trailers.

57. Hyk emphasizes the word HYK appearing on the sides of Hyk's trailers.

58. The words HIKER and HYK share similarities in appearance and are nearly identical in sound and commercial impression.

59. The HIKER TRAILER Trademark, HIKER DESIGN Trademark, and the HYK OUTDOORS Trademark share similarities in appearance, sound and commercial impression, including without limitation similarities related to the word elements HIKER and HYK.

60. The HIKER TRAILER Trademark, HIKER DESIGN Trademark and the HYK



DESIGN Trademark (shown side by side as follows )

share

similarities in appearance, sound and commercial impression, including without limitation similarities related to the word elements HIKER (emphasized by Hiker) and HYK (emphasized by Hyk).

61. Hiker's federal registrations on the Principal Register of the USPTO for the HIKER TRAILER Trademark and HIKER DESIGN Trademark constitute *prima facie* evidence of the validity of the marks, Hiker's ownership of the marks, and Hiker's exclusive right to use the marks in commerce in connection with the listed goods, pursuant to the Lanham Act, 15 U.S.C. § 1115.

62. Hyk's use of colorable imitations of Hiker's HIKER TRAILER Trademark and HIKER DESIGN Trademark has been and continues to be done with the intent to cause confusion, mistake and to deceive consumers concerning the source or sponsorship of Hyk's goods.

63. As a direct and proximate result of Hyk's actions, Hiker has suffered and will continue to suffer irreparable harm to Hiker's valuable HIKER TRAILER Trademark and HIKER DESIGN Trademark and to Hiker's business, goodwill, reputation and profits.

64. Hiker will continue to be irreparably harmed unless Hyk is restrained from further infringement of Hiker's HIKER TRAILER Trademark and HIKER DESIGN Trademark. An award of monetary damages alone cannot fully compensate Hiker for its injuries and Hiker lacks a fully adequate remedy at law for such.

65. Hyk's foregoing acts of infringement have been and continue to be deliberate, willful and wanton, making this an exceptional case within the meaning of 15 U.S.C. § 1117.

66. Hiker is entitled to a permanent injunction against Hyk, as well as all other remedies available under the Lanham Act, including but not limited to compensatory damages, treble damages, disgorgement of profits, reasonable attorney's fees, costs and prejudgment interest pursuant to 15 U.S.C. § 1116, 1117 and 1118.

**COUNT II - FEDERAL UNFAIR COMPETITION AND FALSE DESIGNATION OF  
ORIGIN OR SPONSORSHIP (15 U.S.C. § 1125)**

67. Hiker incorporates and realleges, as if fully set forth in this paragraph, the allegations of the foregoing paragraphs.

68. Hiker's HIKER TRAILER Trademark and HIKER DESIGN Trademark are well-established marks that serve to identify the goods sponsored, approved by, authorized by, associated with, or affiliated exclusively for the use of Hiker for its trailers.

69. Hyk has knowingly used and continues to use colorable imitations of Hiker's HIKER TRAILER Trademark and HIKER DESIGN Trademark in connection with trailers that Hyk advertises, promotes and sells. Hyk's actions render this case exceptional within the meaning of 15 U.S.C. §1117(a).

70. Prior to the Hyk's use of the HYK OUTDOORS Trademark and the HYK DESIGN Trademark, Hyk had actual or constructive knowledge of Hiker's use and ownership of the HIKER TRAILER Trademark and HIKER DESIGN Trademark in association with Hiker's trailers.

71. Hyk has used and continues to use the HYK OUTDOORS Trademark and the HYK DESIGN Trademark in association with trailers in a manner that is likely to confuse, mislead, or deceive customers, purchasers, and members of the general public as to the origin, source,

sponsorship, or affiliation of Hyk and Hyk's goods, and is likely to cause consumers erroneously to believe that Hyk's goods have been authorized, sponsored, approved, endorsed, or licensed by Hiker or that Hyk is affiliated with Hiker.

72. Hyk's use of the HYK OUTDOORS Trademark and the HYK DESIGN Trademark in association with trailers constitutes false designation of origin and/or sponsorship and unfair competition in violation of §43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

73. As a direct and proximate result of Hyk's actions, Hiker has suffered and will continue to suffer irreparable harm to Hiker's valuable HIKER TRAILER Trademark and HIKER DESIGN Trademark and Hiker's business, goodwill, reputation and profits.

74. Hiker will continue to be irreparably harmed unless Hyk is restrained from further infringement of Hiker's valuable HIKER TRAILER Trademark and HIKER DESIGN Trademark.

75. An award of monetary damages alone cannot fully compensate Hiker for its injuries, and Hiker lacks a fully adequate remedy at law for such.

76. The foregoing acts of infringement have been and continue to be deliberate, willful and wanton, making this an exceptional case within the meaning of 15 U.S.C. § 1117.

77. Hiker is entitled to a permanent injunction against Hyk, as well as all other remedies available under the Lanham Act, including but not limited to compensatory damages, treble damages, disgorgement of profits, reasonable attorney's fees, costs and prejudgment interest pursuant to 15 U.S.C. § 1116, 1117 and 1118.

### **COUNT III – STATE COMMON LAW TRADEMARK INFRINGEMENT**

78. Hiker incorporates and realleges, as if fully set forth in this paragraph, the allegations of the foregoing paragraphs.

79. Hiker commenced actual use of the HIKER TRAILER Trademark and the HIKER DESIGN Trademark years before Hyk commenced actual use of the HYK OUTDOORS Trademark and the HYK DESIGN Trademark.

80. Hiker's actual use priority rights in the HIKER TRAILER Trademark with respect to trailers dates at least to Hiker's first use of the HIKER TRAILER Trademark which was at least as early as October 17, 2004.

81. Hiker's actual use priority rights in the HIKER DESIGN Trademark with respect to trailers dates at least to Hiker's first use of the HIKER DESIGN Trademark which was at least as early as May 31, 2017.

82. The HIKER TRAILER Trademark and the HIKER DESIGN Trademark have become widely known throughout the United States and consumers have come to identify Hiker as the exclusive source of the goods to which the HIKER TRAILER Trademark and the HIKER DESIGN Trademark are applied.

83. The HIKER TRAILER Trademark and the HIKER DESIGN Trademark are inherently distinctive and have become commercially strong marks.

84. Hyk continues to advertise, promote, and sell goods using the HYK OUTDOORS Trademark and the HYK DESIGN Trademark, which marks are colorable imitations of the HIKER TRAILER Trademark and HIKER DESIGN Trademark, with knowledge of and with intentional disregard of Hiker's rights.

85. Such acts by Hyk have caused and continue to cause confusion as to the source or sponsorship of Hyk and Hyk goods and services.

86. Hyk's acts constitute willful infringement of Hiker's exclusive rights in the HIKER TRAILER Trademark and the HIKER DESIGN Trademark in violation of the common law of the State of Indiana and other states.

87. As a direct and proximate result of Hyk's conduct, Hiker has suffered irreparable harm to Hiker's valuable HIKER TRAILER Trademark and HIKER DESIGN Trademark.

88. Hiker will continue to be irreparably harmed unless Hyk is restrained from further infringement of Hiker's HIKER TRAILER Trademark and HIKER DESIGN Trademark.

89. An award of monetary damages alone cannot fully compensate Hiker for its injuries, and Hiker lacks an adequate remedy at law for such.

#### **COUNT IV – STATE COMMON LAW UNFAIR COMPETITION**

90. Hiker incorporates and realleges, as if fully set forth in this paragraph, the allegations of the foregoing paragraphs.

91. Hyk has engaged in unfair competition under the common law of the State of Indiana, and other states, based on its acts as alleged in this Complaint.

92. Hyk is liable to Hiker for unfair competition under the common law of the State of Indiana and other states.

93. Hyk's acts alleged in this Complaint were willful and intended to cause confusion, mistake or deception.

94. As a direct and proximate cause of Hyk's conduct, Hiker has suffered, is suffering and will continue to suffer irreparable damages in an amount to be proved at trial.

95. An award of monetary damages alone cannot fully compensate Hiker for its injuries, and Hiker lacks an adequate remedy at law for such.

### PRAYER FOR RELIEF

WHEREFORE, Hiker prays for judgment against Hyk as follows:

1. A determination that Hyk has violated 15 U.S.C. § 1114(1)(a), that Hiker has been damaged by such violations, and that Hyk is liable to Hiker for such violations;
2. A determination that Hyk has violated 15 U.S.C. § 1125(a), that Hiker has been damaged by such violations, and that the Hyk is liable to Hiker for such violations;
3. A determination that Hyk has committed common law trademark infringement, that Hiker has been damaged by such infringement, and Hyk is liable to Hiker for common law trademark infringement;
4. A determination that Hyk has committed common law unfair competition, that Hiker has been damaged by such unfair competition, and that Hyk is liable to Hiker for common law common law unfair competition;
5. A determination that this case is “exceptional,” under 15 U.S.C. § 1117(a);
6. For an award of Hiker’s damages arising out of Hyk’s acts;
7. Under all claims for relief, that an injunction be issued enjoining Hyk, and its respective employees, agents, successors and assigns, and all those in active concert and participation with them, and each of them who receives notice directly or otherwise of such injunctions, from;
  - a. imitating, copying, or making any unauthorized use of Hiker’s HIKER TRAILER Trademark and HIKER DESIGN Trademark;
  - b. importing, manufacturing, producing, distributing, circulating, selling, offering for sale, advertising, promoting or displaying any product using any simulation,

reproduction, counterfeit, copy, or colorable imitation of Hiker's HIKER TRAILER Trademark and HIKER DESIGN Trademark;

c. using any false designation of origin or false description or performing any act which is likely to lead members of the trade or public to believe that any service or product manufactured, distributed or sold by Hyk is in any manner associated or connected with Hiker or is sold, manufactured, licensed, sponsored, approved or authorized by Hiker;

d. engaging in any other activity constituting unfair competition with Hiker, or acts and practices that deceive the public and/or the trade;

8. For an Order directing that Hyk deliver for destruction all products, labels, badging, tags, signs, prints, packages, videos, and advertisements in Hyk's possession or under Hyk's control, bearing or using Hiker's HIKER TRAILER Trademark and HIKER DESIGN Trademark, or any simulation, reproduction, counterfeit, copy or colorable imitation thereof, and all plates, molds, matrices and other means of making the same, pursuant to 15 U.S.C. § 1118;

9. For an Order directing such other relief as the Court may deem appropriate to prevent the trade and public from deriving the erroneous impression that any service or product manufactured, sold or otherwise circulated or promoted by Hyk is authorized by Hiker or related in any way to the Hiker's trailers, including without limitation the use of search engine optimization technology and other technology that would circumvent the Orders requested in this Complaint;

10. For an Order directing Hyk, and its respective agents, employees, servants, attorneys, successors, and assigns, and all others in privity or acting in concert therewith, to file with this Court, and serve upon Hiker's counsel within thirty (30) days after entry of such



judgment, a written report under oath, setting in detail the manner and form in which they have complied with such judgment;

11. For an Order permitting Hiker, and/or auditors of Hiker, to audit and inspect the books, records, and premises of Hyk and related entities for a period of six (6) months after entry of final relief in this matter, to determine the scope of the Hyk's past use of Hiker's intellectual property, including all manufacturing, distribution, and sales of products bearing Hiker's HIKER TRAILER Trademark and HIKER DESIGN Trademark, or colorable imitation thereof, including without limitation the HYK OUTDOORS Trademark and the HYK DESIGN Trademark, as well as Hyk's compliance with the orders of this Court;

12. For an order directing Hyk, and its respective agents, employees, servants, attorneys, successors, and assigns, and all others in privity or acting in concert therewith, to abandon and otherwise take action to withdraw and terminate prosecution of the '311 Application and '293 Application;

13. For an award of Hyk's profits realized by Hyk's wrongful acts, and directing that such profits be trebled, pursuant to 15 U.S.C. § 1117 and Indiana law;

14. For an award of Hiker's actual damages, and directing that such damages be trebled, pursuant to 15 U.S.C. § 1117 and Indiana law;

15. For an award of statutory damages to Hiker pursuant to 15 U.S.C. § 1117;

16. For an award of Hiker's reasonable attorneys' fees, costs and disbursements incurred in this action pursuant to 15 U.S.C. § 1117 and Indiana law;

17. For an Order requiring Hyk to file with the Court and provide to Hiker an accounting of all sales and profits realized by Hyk through the use of Hiker's HIKER TRAILER Trademark and HIKER DESIGN Trademark and any counterfeits, reproductions, copies, or

colorable imitations thereof, including without limitation the HYK OUTDOORS Trademark and the HYK DESIGN Trademark;

18. For an order requiring Hyk to correct any erroneous impression persons may have derived concerning the nature, characteristics, or qualities of Hiker's trailers, including without limitation, the placement of corrective advertising providing written notice to the public;

19. For an award of interest, including pre-judgment and post-judgement interest on the foregoing sums; and,

20. For an award of such other and further relief as the Court deems just and proper.

### **JURY TRIAL DEMAND**

Pursuant to Fed. R. Civ. P. 38(b), Hiker demands a jury trial of all issues triable by jury.

Respectfully submitted,

*/s/ James M. Hinshaw*

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